

**Commonwealth of Massachusetts
Department of Telecommunications and Energy
Fitchburg Gas and Electric Light Company
Docket No. D.T.E. 02-24/25
Responses to the Attorney General's Seventh Set of Information Requests**

Request No. AG-7-4 (Gas)

Please provide copies of all gas storage (upstream and downstream) agreements currently in effect. Include all pricing terms and copies of the Department's approval of each agreement.

Response:

Please refer to the following attachments of storage contracts.

- Attachment 1 AG-7-4 (Gas) for Dominion Transmission, Inc. Formerly Consolidated Gas Supply Corporation.
- Attachment 2 AG-7-4 (Gas) for Tennessee Gas Pipeline storage contract.
- Attachment 3 AG-7-4 (Gas) for applicable rates associated with Storage contracts.

Also, please see the response to AG-7-3 (Gas) as related to Department approvals associated with these contracts.

Person Responsible: Mark H Collin

AGREEMENT made as of this 18th day of February, 1980, by and between Consolidated Gas Supply Corporation, a West Virginia corporation, hereinafter called "Seller," and Fitchburg Gas and Electric Light Company, a Massachusetts corporation, hereinafter called "Buyer."

WHEREAS, Buyer has requested Seller to provide Buyer with natural gas storage service; and

WHEREAS, Seller is willing to provide such storage service to Buyer as hereinafter provided; and

WHEREAS, Buyer has requested Tennessee Gas Pipeline Company, a Division of Tenneco, Inc., hereinafter called "Buyer's Transporter," to provide a natural gas transportation service for the transportation between Buyer and Seller of quantities of natural gas to be injected and withdrawn from storage for Buyer's account, as hereinafter provided, to enable Buyer to utilize the aforementioned storage service.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Seller will store natural gas for Buyer during the term, at the rates, and on the terms and conditions hereinafter provided and, with respect to gas delivered by each of the parties to the other, under and subject to all of the General Terms and Conditions (except Sections 5, 8, and 9) contained

in Seller's FERC Gas Tariff Volume No. 1 and any revisions thereof that may be made effective hereafter:

ARTICLE I

Quantities

Beginning on the date on which storage is commenced hereunder and thereafter for the remaining term of this agreement, Buyer agrees to deliver or cause to be delivered to Seller, and Seller agrees to receive for storage in Seller's underground storage properties, and Seller agrees to inject or cause to be injected into storage for Buyer's account, store, withdraw from storage, and deliver for Buyer's account, and Buyer agrees to receive or cause to be received, quantities of natural gas as follows:

To receive and store up to a maximum Storage Gas Balance of 51,350 Dt, which shall be the Storage Capacity Quantity.

To withdraw from storage and deliver for Buyer's account up to a maximum of 468 Dt per day which shall be the Storage Demand.

ARTICLE II

Rate

For storage service rendered by Seller to Buyer hereunder, Buyer shall pay Seller in accordance with Rate Schedule

GSS contained in Seller's effective FERC Gas Tariff Volume No. 1 or any effective superseding rate schedule. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and be a part of this agreement. Seller shall have the right to propose to and file with the Federal Energy Regulatory Commission or other body having jurisdiction, changes and revisions of any effective rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Buyer. Buyer shall have the right to oppose any of the foregoing and to request adjustments in rates to the extent that Buyer is legally permitted to do so under the Natural Gas Act.

The Storage Demand Charge and the Storage Capacity Charge provided in the aforesaid rate schedule shall commence in the month in which initial deliveries by Buyer to Seller for injection into storage are commenced.

ARTICLE III

Term of Agreement

This agreement shall be effective April 1, 1980, and shall remain in force and effect until terminated as of April 1, 2000, or as of the same date in any subsequent year

by either Seller or Buyer upon twenty-four (24) months' written notice to the other.

ARTICLE IV

Points of Delivery

The points of delivery for all natural gas received by Seller for Buyer's account and for gas delivered by Seller to Buyer's Transporter for Buyer's account under this agreement shall be (a) at the interconnection between the facilities of Seller and Buyer's Transporter in Potter County, Pennsylvania, referred to as the Ellisburg Storage Pool connection, or (b) from time to time and as operating or other circumstances permit or require, at other points of interconnection between the facilities of Seller and Buyer's Transporter in accordance with mutually agreeable dispatching arrangements.

ARTICLE V

Pressure

Buyer shall deliver or cause delivery of gas to Seller for injection into storage and Seller will deliver gas withdrawn from storage for Buyer's account at the point or points described in Article IV above at the pressures existing in Buyer's Transporter's pipeline at such points for gas delivered or caused to be delivered to Seller and at the pressures in Seller's pipeline at such points for gas delivered to

Buyer's Transporter for Buyer's account. Each of the parties hereto will use due care and diligence to maintain such uniform pressures at the point or points of delivery as may reasonably be required by the other.

ARTICLE VI

Coordination with Buyer's Transporter

Buyer has made arrangements with Buyer's Transporter for the transportation for Buyer's account of the quantities of natural gas to be stored under this agreement to Seller at the points of delivery specified in Article IV hereof for injection into storage, and to Buyer from said points of delivery upon withdrawal from storage. These arrangements are expressed in that certain Precedent Agreement between Buyer and Buyer's Transporter dated November 5, 1979, and a copy of which is annexed as an exhibit to Buyer's Transporter's application for a certificate of public convenience and necessity filed with the Federal Energy Regulatory Commission on November 8, 1979, at Docket No. CP80-65, to which Precedent Agreement reference is hereby made. Seller agrees that, insofar as the terms and provisions of said Precedent Agreement pertain to or affect Seller's obligations under this agreement, it will cooperate in good faith with Buyer and Buyer's Transporter to the end that satisfactory

performance of Seller's and Buyer's obligations under this agreement may be achieved; provided, however, that nothing herein shall limit, supersede, or impair the other terms and provisions of this agreement; and provided, further, that Seller shall not be required in the course of such cooperation to undertake acts or operations which are, in its opinion, detrimental to the interests of it or its customers.

ARTICLE VII

Miscellaneous

1. Subject to the specific provisions of this agreement it is agreed that storage service hereunder shall be rendered under and in accordance with the provisions of Seller's General Storage Service (GSS) rate schedule contained in Seller's effective FERC Gas Tariff or any effective superseding rate schedule.

2. Seller shall, with due diligence, seek to obtain all necessary authorizations from the Federal Energy Regulatory Commission to render the storage service provided for herein. If Seller is unable to obtain the necessary authorization by March 31, 1980, on terms satisfactory to it, or if Buyer's Transporter is unable to obtain the necessary authorizations from the Federal Energy Regulatory Commission to render the transportation service for Buyer described in

Article VI hereof, on terms satisfactory to Buyer's Transporter, then either Seller or Buyer shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.

3. No modifications of the terms and provisions of the agreement shall be or become effective except by the execution of written contracts.

4. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

5. Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Seller or of Buyer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this agreement. Either party may, without relieving itself of its obligations under this agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise no assignment of this agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party, which consent will not be unreasonably withheld.

6. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this agreement or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of the parties hereto, as the case may be, as follows:

Seller: Consolidated Gas Supply Corporation
445 West Main Street
Clarksburg, West Virginia 26301

Buyer: Fitchburg Gas and Electric Light Company
655 Main Street
Fitchburg, Massachusetts 01420

or at such other address as either party shall designate by formal written notice. Routine communications including monthly statements and payments, shall be considered as duly delivered when mailed by either registered, certified or ordinary mail.

7. This agreement and the respective obligations of the parties hereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

8. The subject headings of the articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of the agreement nor considered in any interpretation of the same.

9. The interpretation and performance of this agreement shall be in accordance with the laws of the Commonwealth of Pennsylvania.

10. As between the parties hereto, each party shall be deemed to be in control and possession of the gas deliverable hereunder until it shall have been delivered to the other party at the point of delivery, after which the other party shall be deemed to be in control and possession thereof. Neither party shall have any responsibility on account of anything which may be done, happen, or arise with respect to gas deliverable hereunder to it by the other party until such delivery to it shall have been made.

11. Each party agrees that it will and it hereby does warrant for itself, its successors and assigns, that it will at the time of delivery have good title to all gas delivered by it hereunder, free and clear of all liens, encumbrances, and claims whatsoever, that it will at such time of delivery have good right and title to deliver said gas as aforesaid, and that it will indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any or all persons to said gas.

12. The parties understand that Seller now renders a short-term storage service to Buyer's Transporter which Buyer's Transporter utilizes to render a short-term storage service to Buyer, all as authorized by order of the Federal Power Commission issued August 4, 1977, at Tennessee Gas Pipeline Company, a Division of Tenneco, Inc., et al., Docket No. CP77-419, et al. The parties further understand that each such storage service terminates as of July 31, 1980. Seller and Buyer agree that storage service under this agreement shall commence immediately upon such termination, it being the intent of the parties that no interruption or hiatus occur in the transition between the aforementioned short-term storage service program and the long-term storage service provided for in this agreement. If on the date storage service is commenced hereunder there is a storage balance for the account of Buyer, as reflected in the records and accounts of Buyer's Transporter, under that certain agreement of April 20, 1977 between Seller and Buyer's Transporter providing for storage service beginning in 1977 and ending in 1980, such storage balance shall be credited to Buyer's storage account under this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Vice Presidents thereunto duly authorized as of the day and year first above written.

ATTEST:

CONSOLIDATED GAS SUPPLY CORPORATION

Seller


Assistant Secretary

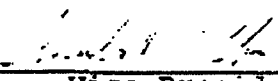
By 
Vice President

ATTEST:

FITCHBURG GAS AND
ELECTRIC LIGHT COMPANY

Buyer


Clerk

By 
Vice President

**CNG Energy Services
Corporation**

One Park Ridge Center
PO. Box 15746
Pittsburgh, PA 15244-0746
(800) FLOW-CNG
(412) 787-4000
(412) 787-4260 (Fax)

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April 15, 1998

Mr. Brian Keefer
Fitchburg Gas & Electric Light Company
6 Liberty Lane West
Hampton, NH 03842-1720

RE: **BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**
Effective Date: November 1, 1997

Dear Brian:

- ☐ Enclosed are two executable originals of the above-referenced document. Please execute and return all documents for full execution by CNG Energy Services Corporation. One fully executed original will then be returned to you for your files.
- ☐ Enclosed for your execution are two partially executed originals of the above-referenced document. Please sign and return one fully executed original for our files.
- ☒ Enclosed for your files is one fully executed original of the above-referenced document.

If I can be of further assistance, please contact me at (412) 494-4220.

Sincerely,



Cynthia Kutcher
Contract Administrator

Enclosure

BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS

THIS BASE Contract, made and entered into this first day of November, 1997 ("Effective Date") by and between CNG ENERGY SERVICES CORPORATION, a Delaware corporation and FITCHBURG GAS AND ELECTRIC LIGHT CO., a Massachusetts corporation.

ARTICLE I
PURPOSE AND PROCEDURES

1.1 This Base Contract establishes the terms governing purchases, sales and/or exchanges of Gas during the term of this Base Contract. The Base Contract anticipates that the role of a party may change from time to time and that role may in some cases be that of the Seller and in other cases be that of the Buyer. As used herein, the term "Buyer" refers to the party receiving Gas and the term "Seller" refers to the party delivering Gas.

1.2 The terms and conditions incorporated in this Base Contract are intended to facilitate the entering into by Buyer and Seller of a variety of types of transactions with specific pertinent terms and durations. The types of transactions covered by this Base Contract are defined in Section 3.1:

- (i) Interruptible (I)
- (ii) Priority Interruptible (PI)
- (iii) Secondary Firm (SF)
- (iv) Primary Firm (PF) or
- (v) Exchange of Futures For Physicals (EFP)

1.3.1 The parties will use the following Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase or sale transaction for a particular Delivery Period, Seller or Buyer will record that agreement in writing on a confirmation sheet (Confirmation) and communicate such Confirmation via facsimile to the other party by the close of the Business Day following the date of agreement. The Parties hereby consent to the tape recording of telephone conversations in which agreement to a Transaction is reached. Any such tape recording will be deemed a "writing" and "signed" by the parties and may be introduced as evidence to prove the fact or terms of a Transaction.

1.3.2 If a sending party's Confirmation is contrary to the receiving party's understanding of the agreement, such receiving party shall notify via facsimile before the close of the second Business Day following receipt if such receiving party has not previously sent a Confirmation to the sending party. The receiving party's failure to so notify the sending party in writing within the aforementioned time period constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Confirmation.

1.3.3 If there are any differences in a material term between Seller's and Buyer's Confirmations, then any transaction contemplated under Section 1.2 will not be governed by this Contract until or unless such differences are resolved and agreed to in writing.

1.4 The entire agreement between the parties shall be those provisions contained in the Base Contract and any effective Confirmation ("Contract"). In the event of a conflict between the terms of any Confirmation and the terms of this Base Contract, the terms of the Confirmation shall govern.

ARTICLE II
DEFINITIONS

2.1 "Btu" shall mean British Thermal Unit. MMBtu shall mean one million British Thermal Units.

2.2 "Business Day" shall mean any day except Saturday, Sunday or bank holidays.

2.3 "Confirmation" shall mean the form attached in Exhibit A.

2.4 "Contract" shall mean the legally-binding relationship established by (i) this Base Contract and (ii) the provisions contained in any effective Confirmation(s).

2.5 "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as set forth in any then effective Confirmation.

2.6 "Cover Costs" shall have the meaning set forth in Section 4.1.

2.7 "Cover Standard" shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the non-defaulting party shall use commercially reasonable efforts to obtain or sell Gas for the delivery or production area, as applicable.

2.8 "Day" shall mean a period of twenty-four (24) consecutive hours, coextensive with a "day" as defined in the tariff of the Transporter delivering Gas to the Delivery Point in a particular transaction.

2.9 "Delivery Period" shall be the period during which deliveries are to be made and accepted as set forth in the Confirmation.

2.10 "Delivery Point" shall have the meaning as set forth in Section 8.1.

2.11 "Gas" shall mean pipeline quality natural gas.

2.12 "Imbalance Charges" shall mean any scheduling penalties, imbalance penalties, overpull or unauthorized overrun penalties, operational flow order penalties, Cash Out Charges, banking charges, or similar penalties, fees or charges assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.

2.13 "Month" shall mean the period beginning at on the first day of the calendar month and ending on the last day of the same calendar month.

2.14 "Schedule" or "Scheduled" shall refer to the act of Seller, Buyer, and the Transporter(s) notifying, requesting, and confirming to each other the quantity of Gas to be delivered hereunder on any given Day during the Delivery Period.

2.15 "Transporter(s)" shall mean all Gas pipeline companies transporting Gas for Seller or Buyer pursuant to a particular Confirmation.

ARTICLE III
PERFORMANCE OBLIGATION

3.1 The Performance Obligation shall be designated in each Confirmation from one of the following:

3.1.1 "Interruptible." Seller shall have no obligation to sell to Buyer any specific quantities of Gas during any Day and Buyer shall have no obligation to purchase any specific quantities of Gas during any Day. Either party may interrupt its performance at any time for any reason, whether or not caused by an event of force majeure, without liability to the other party.

3.1.2 "Priority Interruptible." Seller shall have no obligation to sell to Buyer any specific quantities of Gas during any Day and Buyer shall have no obligation to purchase any specific quantities of Gas during any Day. Either party may interrupt for any reason, whether or not caused by an event of force majeure, after all its Interruptible customers or suppliers ("customers") are curtailed, without liability to the other party. If a party curtails a Priority Interruptible customer before curtailing all Interruptible customers, the interrupted customer may recover, as its exclusive remedy, its Cover Costs.

3.1.3 "Secondary Firm." Seller shall be required to sell and Buyer shall be required to purchase the quantities of Gas set forth herein. Either party may interrupt its performance to the extent that such performance is prevented for reasons of Force Majeure or curtailment of such party's (i) interruptible transportation and/or storage; (ii) transportation between secondary firm points; (iii) recallable firm transportation; or, if applicable, (iv) production behind a specific meter, without liability to the other party. If a party interrupts for any other reason or curtails a Secondary Firm customer before curtailing similarly situated Interruptible or Priority Interruptible customers, the non-breaching party's exclusive remedy shall be that it may recover its Cover Costs.

3.1.4 "Primary Firm." Seller shall be required to sell and Buyer shall be required to purchase the quantities of Gas set forth herein. Either party may interrupt its performance only to the extent that such performance is prevented for reasons of Force Majeure or curtailment of firm transportation and/or storage, without liability to the other party. If a party interrupts for any other reason or curtails a Primary Firm customer before curtailing similarly affected Interruptible, Priority Interruptible or Secondary Firm customers, the non-breaching party's exclusive remedy shall be that it may recover its Cover Costs.

3.1.5 "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving futures contracts on the New York Mercantile Exchange. EFP shall incorporate the meaning and remedies of Primary Firm.

3.2 If a party interrupts its performance, such party will curtail each customer group in the order indicated in Section 3.1 and within each priority group, excluding Interruptible customers, in a fair and reasonable manner giving similar treatment to similarly affected customers.

ARTICLE IV DEFAULTS AND REMEDIES

4.1 Subject to Section 4.3, the exclusive and sole remedy of the parties in the event of a breach of the Performance Obligation shall be recovery of the following Cover Costs: (i) in the event of a breach by Seller, payment by Seller to Buyer in an amount equal to the difference between the Contract Price and the purchase price paid by Buyer utilizing the Cover Standard for replacement Gas, adjusted for reasonable incremental transportation costs to or from the Delivery Point(s), multiplied

by the quantity of Gas agreed upon but not delivered by Seller ("Buyer's Cover Costs"); or (ii) in the event of a breach by Buyer, payment by Buyer to Seller in an amount equal to the difference between the Contract Price and the price received by Seller utilizing the Cover Standard from the resale of such Gas, adjusted for reasonable incremental transportation costs to or from the Delivery Point(s), multiplied by the quantity of Gas agreed upon but not taken by Buyer ("Seller's Cover Costs"); (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available, then the exclusive remedy of the non-breaching party shall be the difference between the Contract Price and the price that would have been paid or received utilizing the Cover Standard multiplied by the quantity of Gas agreed upon but not delivered by Seller.

4.2 IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE, EITHER UNDER THIS ARTICLE IV OR UNDER ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

4.3 In the event that the non-defaulting party terminates the Contract under Section 15.1, the nondefaulting party shall have the right to designate an early termination date ("Early Termination Date") as any date on or after the event of default under Section 15.1. Upon the Early Termination Date, the non-defaulting party shall have the right to liquidate any and all Transactions under this Contract (including any portion of a Transaction not yet fully delivered) then outstanding by:

- (i) Closing out each Transaction being liquidated at its Market Value, as defined below, so that each such Transaction is cancelled and a settlement payment in an amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Transaction shall be due to the Buyer under the Transaction if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and
- (ii) Discounting each amount then due under clause (i) above to net present value in a commercially reasonable manner as at the time of liquidation (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Transaction); and
- (iii) Setting off or aggregating, as appropriate, any or all settlement payments (discounted as appropriate) and (at the election of the non-defaulting party) any or all other amounts owing between the parties under this Contract so that all such amounts are aggregated and/or netted to a single liquidated amount payable by one party to the other. The net amount due any such liquidation shall be paid by the close of business on the third Business Day following the Early Termination Date.

For purposes of this Section 4.3, "Contract Value" means the amount of the Gas remaining to be delivered or purchased pursuant to a Transaction multiplied by the Contract Price per unit, and "Market Value"

means the amount of Gas remaining to be delivered or purchased pursuant to a Transaction multiplied by the market price per unit determined by the non-defaulting party in a commercially reasonable manner using the Cover Standard. The rate of interest used in calculating net present value pursuant to (ii) of this Section 4.3 shall be determined by the non-defaulting party in a commercially reasonable manner. The parties agree that a transaction under this Section 4.3 shall constitute a "forward contract" within the meaning of the United States Bankruptcy Code.

The non-defaulting party's rights under this Section 4.3 and to Cover Costs accrued prior to the termination date are the sole and exclusive remedy of the non-defaulting party. The non-defaulting party shall give notice that a liquidation pursuant to this Section 4.3 has occurred to the defaulting party no later than the third Business Day following such liquidation, provided that failure to give such notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the defaulting party against the non-defaulting party.

ARTICLE V

TRANSPORTATION AND DISPATCHING

5.1 Seller shall have the sole responsibility for transporting the Gas, or ensuring that the Gas is transported, to the Delivery Point. Buyer shall have the sole responsibility for transporting the Gas, or ensuring that the Gas is transported at and after the Delivery Point.

5.2 If the supply or transportation necessary to deliver or receive the Contract Quantity is unavailable for any reason, the party responsible for or having notice of such interruption shall promptly notify the other party by telecopy. Seller and Buyer shall then cooperate in all reasonable actions to avoid penalties imposed by the Transporter(s). Notwithstanding the above, any notice of interruption shall not be considered an amendment of the Performance Obligation.

5.3 Seller reserves the continuing right, without notice to Buyer, to cause all gas delivered and sold hereunder to be processed for the extraction of natural gas liquid products. If Seller exercises this right, Seller shall hold Buyer harmless from (i) all processing fees and charges, (ii) any Btu shrinkage resulting from such processing, and (iii) all transportation charges applicable to Gas to be processed that are additional to those that would otherwise be incurred by Buyer absent such processing. Seller shall retain and have title to all natural gas liquid products so extracted.

ARTICLE VI

QUANTITY, SCHEDULING AND IMBALANCES

6.1 Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of this Contract. To the extent that either party is permitted to "swing", that is, make intramonth quantity changes, the applicable Confirmation will so specify.

6.2 The parties shall coordinate their Scheduling requirements by telephone (and, where applicable, by means of Transporter's electronic bulletin board or other electronic data interchange method) with immediate confirmation in writing by telecopy. Ample time must be given to meet the Scheduling deadlines of the affected Transporter(s). Each party's dispatcher shall give the other party's dispatcher timely prior notice,

sufficient to meet the requirements of all Transporter(s) involved in the Gas delivery to Buyer, of the quantities of Gas to be delivered and purchased each Day. Such notice shall be at least twenty-four hours prior to the earliest regularly scheduled nomination deadline of the Transporters receiving or delivering Gas commencing on the first day of a month, and two hours earlier than such deadline for subsequent nominations where swing is authorized. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall notify immediately the other party's Gas Control dispatcher by telephone to be followed up with written telecopy notice within twenty-four hours.

6.3 The parties shall use all reasonable efforts to avoid imposition by any Transporter of Imbalance Charges and to minimize such charges if unavoidable. If, during any Month, Buyer or Seller receives an invoice from a Transporter which includes Imbalance Charges, the parties shall use their best efforts to promptly determine the validity as well as the cause of such Imbalance Charges. If the parties determine that the Imbalance Charges were incurred as a result of Buyer's actions or inactions (which shall include, but shall not be limited to, Buyer's failure to accept quantities of Gas equal to the Scheduled Gas), then Buyer shall pay for such Imbalance Charges or reimburse Seller upon demand for such Imbalance Charges paid by Seller to the Transporter. If the parties determine that the Imbalance Charges were incurred as a result of Seller's actions or inactions (which shall include, but shall not be limited to, Seller's failure to deliver quantities of Gas equal to the Scheduled Gas), then Seller shall pay for such Imbalance Charges or reimburse Buyer upon demand for such Imbalance Charges paid by Buyer to the Transporter.

ARTICLE VII

QUALITY

7.1 All Gas delivered by Seller shall meet the quality and heat content requirements of Transporter(s)' tariff(s), as may be amended from time to time.

ARTICLE VIII

DELIVERY POINT AND DELIVERY PRESSURE

8.1 The Delivery Point(s) for all Gas delivered hereunder shall be such points as are mutually agreed upon between Seller and Buyer as set forth in the Confirmation.

8.2 Gas delivered hereunder shall be at commercial operating pressures sufficient to deliver such quantities at the Delivery Point(s).

ARTICLE IX

MEASUREMENT

9.1 Measurement of Gas quantities hereunder shall be in accordance with the tariff of the first Transporter immediately downstream of the Delivery Point(s).

ARTICLE X

PRICE

10.1 The Contract Price for all Gas delivered hereunder shall be agreed to by Buyer and Seller for each specific transaction and shall be included in the Confirmation.

ARTICLE XI
TAXES

11.1 Seller shall pay or cause to be paid, all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to its delivery at the Delivery Point(s). Buyer shall pay or cause to be paid, all Taxes on or with respect to the Gas at or after its delivery at the Delivery Point(s). If a party is required to remit or pay Taxes which are the other party's responsibility hereunder, such party shall promptly reimburse the other party for such Taxes. If Buyer is entitled to an exemption from any such Taxes or charges, Buyer shall furnish Seller any necessary exemption or resale certificate covering the Gas delivered hereunder at the Delivery Point(s).

ARTICLE XII
BILLING, PAYMENT AND AUDIT

12.1 On or before the tenth day following the Month of deliveries of Gas hereunder, Seller shall deliver to Buyer an invoice for the preceding Month properly identified as per the applicable Confirmation showing the total quantity of Gas delivered, the amount due, and other pertinent information. If the actual quantity delivered is not available by the contractual billing date, billing will be prepared based on the Scheduled quantities. The Scheduled quantity will then be corrected to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

12.2 Buyer shall remit by wire transfer the amount due by the later of the 25th day of the Month in which the statement was rendered or ten days after receipt of the invoice by Buyer; provided that if the 25th day is not a Business Day, payment is due on the next Business Day following that date. If Buyer fails to remit the full amount payable when due, interest on the unpaid portion shall accrue at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum from the date due until the date of payment, or (ii) the maximum applicable lawful interest rate. If Buyer, in good faith, disputes the amount of any such statement or any part thereof, Buyer will pay to Seller such amount as it concedes to be correct; provided, however, if Buyer disputes the amount due, Buyer must, at the earliest available opportunity, provide Seller supporting documentation acceptable in industry practice from Buyer's Transporter to verify the amount paid. If it is ultimately determined that Buyer owes the disputed amount, Buyer will pay Seller that amount with interest as determined above immediately upon such determination.

12.3 The parties shall have the right, upon reasonable notice and at reasonable times, to examine the books and records of the other party to the extent reasonably necessary to verify (i) the accuracy of any statement, charge, payment, computation made under the Contract or (ii) any curtailment of service under Section 3.2. Any such audit and any claim based upon errors in any statement or unauthorized curtailment must be made within two years of (i) the date of such statement or any revision thereof or (ii) the last Day of the Month during which any such alleged unauthorized curtailment occurs. Following such two year period, a billing statement as adjusted shall be final. Errors in a party's favor shall be rectified in full, with interest as calculated above, by such party within 30 days of notice and substantiation of such inaccuracy.

ARTICLE XIII
TITLE, WARRANTY AND INDEMNITY

13.1 Title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to said Gas at and after its delivery to Buyer at the Delivery Point(s).

13.2 Seller warrants that it will have good and merchantable title to or will have the right to deliver all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims.

13.3 Seller and Buyer each warrants that it is engaged in the direct commercial use of natural Gas in the ordinary course of its business, as producer, processor, merchant, or consumer or otherwise has knowledge of the practices associated with the purchase or sale of natural Gas. Each further warrants that it has and will maintain all the regulatory authorizations, certificates, and documentation as may be necessary and legally required to transport, buy, or make sales for resale of Gas sold or purchased hereunder.

13.4 Seller agrees to indemnify Buyer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims of title, personal injury or property damage from any or all persons to said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attach at and after title passes to Buyer.

ARTICLE XIV
NOTICES

14.1 All Confirmations and other communications ("Communications") made pursuant to the Contract shall be made as follows:

Contract Administration
CNG ENERGY SERVICES CORPORATION
P.O. Box 15746
Pittsburgh, PA 15244-0746
Telephone: (412) 787-4000
Telecopy: (412) 787-4464

Mr. David Foote
FITCHBURG GAS AND ELECTRIC LIGHT CO.
6 Liberty Lane West
Hampton, NH 03842-1720

Telephone: (603) 773-⁶⁴³⁰~~6427~~
Telecopy: (603) 773-⁶⁶⁰⁵~~6605~~ *BAIK*
6630

14.2 All invoices made pursuant to the Contract shall be made as follows:

Gas Accounting
CNG ENERGY SERVICES CORPORATION
P.O. Box 15746
Pittsburgh, PA 15244-0746
Telephone: (412) 787-4000
Telecopy: (412) 787-4260

Accounts Payable
FITCHBURG GAS AND ELECTRIC LIGHT CO.
6 Liberty Lane West
Hampton, NH 03842-1720

Telephone: (603) 773-⁶⁵²⁶~~6427~~
Telecopy: (603) 773-⁶⁷²⁶~~6695~~ *BMK*

14.3 All payments shall be made, in immediately available funds, as follows:

Chase Manhattan Bank, New York
ABA #021000021
For deposit to Account #9102565117
For the Account of CNG Energy Services Corporation

CUSTOMER NAME

Telephone: ()
Telecopy: ()

14.4 Either party may modify any information specified above by written notice to the other party.

14.5 All Communications, invoices and payments ("Notices") required hereunder may be sent by telecopier, a nationally recognized overnight courier service, first class mail or hand delivered.

14.6 Notices sent by telecopy shall be deemed to have been received upon the sending party's receipt of its telecopier's confirmation thereof. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice delivered by hand shall be deemed to be received at the time it is delivered to an officer or to a responsible employee of the receiving party. Notice via First Class Mail shall be considered delivered two Business Days after mailing.

ARTICLE XV FINANCIAL RESPONSIBILITY

15.1 When reasonable grounds for insecurity of payment arise either party may demand adequate assurance of performance. Adequate assurance shall mean sufficient security in the form and for the term specified by Seller, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security in an asset acceptable to Seller or a guarantee by a credit worthy entity. In the event either party shall (i) make an assignment or any general arrangement for the benefit of

creditors; (ii) default in the payment obligation to the other party; (iii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iv) otherwise become bankrupt or insolvent (however evidenced); (v) be unable to pay its debts as they fall due; or (vi) fail to give adequate assurance of its ability to perform its obligations under the Contract within forty-eight (48) hours of a reasonable request by the other party, then the other party shall have the right to either withhold and/or suspend deliveries, or terminate the Contract without prior notice, in addition to any and all other remedies available hereunder.

15.1.1 Seller may immediately suspend deliveries to Buyer hereunder in the event Buyer has not paid any amount due seller hereunder, provided that the exercise of such rights shall be in addition to any and all other remedies available to seller under this contract whether in law or equity

15.2 Each party reserves to itself all rights, set-offs, counterclaim, and other defenses which it is or may be entitled to arising from or out of the Contract.

ARTICLE XVI FORCE MAJEURE

16.1 Except with regard to a party's obligation to make payments due under the Contract, neither party shall be liable to the other for a failure to perform its obligations hereunder, if such failure was caused by Force Majeure. As used herein, the term "Force Majeure" shall mean an unforeseen occurrence or event beyond the control of the party claiming excuse which partially or entirely prevents that party's performance of its obligations, except the obligation to make payments due under any transaction.

16.2 The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with particulars of the event or occurrence is required within twenty-four (24) hours. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make/accept delivery of Gas to the extent and for the duration of Force Majeure and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event. Except in the case of an EFP, or as otherwise specifically required in the applicable Confirmation, Seller shall have no obligation to deliver and Buyer shall have no obligation to accept additional quantities of Gas to "make-up" for deliveries disrupted during a period of Force Majeure.

16.3 Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe, weather related events such as hurricanes or freezing or failure of wells or lines of pipe which affects a significant geographic area; (ii) acts of others such as strikes, riots, sabotage, insurrections or wars; (iii) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction; and (iv) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party. Seller and Buyer shall make reasonable efforts to avoid Force Majeure and to

resolve the event or occurrence once it has occurred in order to resume performance. Absent a specific commitment to the contrary in the applicable Confirmation, a reference to a particular delivery point shall not be construed as a commitment of any particular supply source to that transaction. The parties understand and agree that Seller's Gas supplies are aggregated from several geographic areas and that a material disruption of supply in one such area may impair Seller's ability to make deliveries under any Confirmation. Unless specifically provided in the applicable Confirmation, Seller shall have no obligation, during an event of Force Majeure, to make deliveries using Gas in storage, Liquefied Natural Gas, or any other commercially unusual measures. In the event that Seller suffers a material supply disruption as a result of Force Majeure, it will allocate available supply in accordance with its then applicable curtailment plan, which shall be available to Buyer upon request.

16.4 Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected from any or all of the following circumstances: (i) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship. Force Majeure shall not excuse responsibility for Imbalance Charges.

16.5 Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the party experiencing such disturbance.

ARTICLE XVII GOVERNMENTAL REGULATION

17.1 This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any Federal, State, or local governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Base Contract or Confirmation or any provisions thereof.

ARTICLE XVIII TERM

18.1 This Base Contract shall remain in effect for one year from the date hereof and for successive one year terms thereafter unless terminated by either party on thirty (30) days advance written notice; provided, however, that, except as provided in Section 4.3 if one or more Confirmations are in effect, termination shall not be effective until the expiration of the latest Delivery Period of any such Confirmation(s). The obligations of Buyer to make payment hereunder for Gas which has been delivered and the obligation of Seller to indemnify Buyer, and Buyer to indemnify Seller, pursuant hereto shall survive the termination or cancellation of the Contract or Confirmation.

ARTICLE XIX DISPUTE RESOLUTION

19.1 In the event a dispute arises between Buyer and Seller, or the successors or assigns of either of them, regarding the application or interpretation of any provision of this Base Contract or a Confirmation, the aggrieved party shall promptly notify the other party of its intent to invoke

this dispute resolution procedure after such dispute arises. If the parties shall have failed to resolve the dispute within ten Business Days after delivery of such notice, each party shall, within five Business Days thereafter nominate a senior officer of its management to meet at a mutually agreed location to resolve the dispute.

ARTICLE XX MISCELLANEOUS

20.1 This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld.

20.2 No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative.

20.3 This Contract sets forth all understandings between the parties respecting the subject matter of each transaction and any prior contracts, understandings and representations, whether oral or written, representing this subject matter are merged into and superseded by the Base Contract and any effective Confirmation(s). This Contract may only be amended in writing.

20.4 This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. As used herein, the singular of any term shall include the plural.

20.5 The interpretation and performance of this Contract shall be governed by the laws of Texas, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

20.6 Compliance with the confirmation procedures of Article I satisfies any "writing" requirements imposed under the Uniform Commercial Code or any other applicable contract law.

IN WITNESS WHEREOF, parties hereto have caused their names to be signed and executed in duplicate on this first day of November, 1997.

CNG ENERGY SERVICES CORPORATION

By: Rita Noelle
Title: Sr. VP Natural Gas Trading & Risk Management

FITCHBURG GAS AND ELECTRIC LIGHT CO.

By: David L. Smith
Title: Senior Vice President

CNG ENERGY SERVICES CORPORATION

CONFIRMATION LETTER

DTE 02-24/25
Attachment 1 AG-7-4 (Gas)
Page 19 of 40

Deal :

SELLER: CNG Energy Services Corporation
One Park Ridge Center
P.O. Box 15746

BUYER:

Pittsburgh, PA
United States of America 15244

ATTN:
PHONE #: (412) 787-4000
FAX #: (412) 787-4260

ATTN:
PHONE#:
FAX #:

TYPE OF SERVICE:

TERM:

DELIVERY POINT:

PRICE:

QUANTITY:

SPECIAL PROVISIONS:

This sale is subject to the existing contract between Buyer and Seller.

BUYER

By:

Title:

Date:

SELLER

CNG ENERGY SERVICES CORPORATION

Title:

Date:

PLEASE EXECUTE AND RETURN BY FAX ASAP TO (412)787-4464.
This Confirmation Letter will be deemed accepted if no response is received within two (2) days.

CNG ENERGY SERVICES CORPORATION CONFIRMATION LETTER

Deal :

SELLER:

BUYER:

CNG Energy Services Corporation
One Park Ridge Center
P.O. Box 15746

Pittsburgh, PA
United States of America 15244

ATTN:

PHONE #:

FAX #:

ATTN:

PHONE#:

FAX #:

(412) 787-4000

(412) 787-4260

TYPE OF SERVICE:

TERM:

DELIVERY POINT:

PRICE:

QUANTITY:

SPECIAL PROVISIONS: None

This purchase is subject to the existing contract between Buyer and Seller.

BUYER

CNG ENERGY SERVICES CORPORATION

Title:

Date:

SELLER

By:

Title:

Date:

PLEASE EXECUTE AND RETURN BY FAX ASAP TO (412) 787-4464.

This Confirmation Letter will be deemed accepted if no response is received within two (2) days.



Fitchburg Gas and
Electric Light Company

June 28, 1999

Mr. Robert Phillips
Manager, Interstate Marketing
CNG Transmission Corporation
445 West Main St.
P.O. Box 2450
Clarksburg, WV 26302-2450

Dear Mr. Phillips:

This letter is a response to the Notice of Termination of Storage Service Agreement, dated March 30, 1999. That letter notified Fitchburg Gas and Electric Light Company (Fitchburg) that CNG Transmission Corporation (CNG) was electing to terminate the firm storage service agreement with CNG contract number 30074, effective March 31, 2001.

As we had discussed, Fitchburg has the option to roll contract 30074 over for a term of five years at maximum rates. However, Fitchburg is unable to extend our current agreement for a term of five years at this time. We offer to extend this contract for a term beginning April 1, 2001 and ending March 31, 2004 at maximum rates.

I understand that CNG will issue an open season for this storage capacity, since we are requesting less than a five-year extension. The open season will be subject to Fitchburg's right of first refusal, as stated in CNG's tariff. I request that *this process begin as soon, as is practical. Please contact Francis Wells at (603) 773-6426 with any information you are able to give regarding the status of the open season or with any questions you may have pertaining to this letter.*

I would like to thank you for your help in clarifying CNG's Notice of Termination of Storage Service and in explaining Fitchburg's options. I look forward to hearing from you.

Sincerely,

A handwritten signature in dark ink, appearing to read "David K Foote", written over a horizontal line.

David K Foote
Senior Vice President
Fitchburg Gas and Electric Light Company

Corporate Office

6 Liberty Lane West
Hampton, NH 03842-
1720

Phone: 603-772-0775
Fax: 603-773-6605

Email: corp@unitil.com

**CNG Transmission
Corporation**

A **CNG**® COMPANY

445 West Main Street
PO Box 2450
Clarksburg WV 26302 2450
(304) 623-8342
(304) 623-8323 FAX
Georgia B. Carter@cngtcng.com

GEORGIA B. CARTER
Vice President, Marketing & Customer Services

March 30, 1999
By Federal Express

Mr. John Carroll
Manager, Energy Operations
Fitchburg Gas and Electric Company
285 John Fitch Highway
Fitchburg, MA 01420

**Re: CNG Transmission Corporation
Notice of Termination of Storage Service Agreements**

Dear Mr. Carroll:

CNG Transmission Corporation (CNG) hereby provides written notice, in accordance with Article III (Term), that CNG elects to terminate the firm storage service agreement or agreements identified below, effective as of March 31, 2001. Specifically, this notice of termination applies to:

Customer	CNG Contract Number	Rate Schedule
Fitchburg Gas and Electric Company	300074	GSS

CNG's firm storage services provide excellent value, and we look forward to discussing the potential for renewing our long-term firm contractual relationship with your company. Should you have any questions with regard to this notice, please contact your Manager, Interstate Marketing.

Sincerely,

CNG TRANSMISSION CORPORATION

Georgia B. Carter
Georgia B. Carter
Vice President, Wholesale Services

bcc: Managers, Interstate Marketing
Mark G. Magnuson
Gary L. Sypolt

CNG Transmission Corporation
FERC Gas Tariff
Second Revised Volume No. 1Third Revised Sheet No. 140
Superseding
Original Sheet No. 140GSS RATE SCHEDULE
General Storage Service

1. AVAILABILITY

- 1.1 This open-access Rate Schedule is available to any person ("Customer"), its assignee or Replacement Customer, without undue discrimination or preference, for the purchase of natural gas storage service from CNG Transmission Corporation ("Pipeline"), where:
- A Customer has requested service pursuant to Section 11A of the General Terms and Conditions of this Tariff, or has submitted a valid "better offer" for service in accordance with Section 24.2.C. And,
 - B. After review and acceptance of such request by Pipeline, Pipeline and Customer have entered into a Service Agreement that conforms to the form of Service Agreement for Part 284 storage service contained in this Tariff, in which Pipeline agrees to receive and redeliver stated quantities of gas to Customer at specified Delivery Point(s) at which facilities of Pipeline and Customer connect or at which gas is received and redelivered for the account of Customer. All necessary transportation services will be the sole responsibility of Customer unless otherwise agreed by Pipeline. And,
 - C. Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.
- 1.2 This Rate Schedule will be made available for new or expanded service only when, in Pipeline's judgment, it has capability to render such service after meeting its other obligations. Pipeline is not required to provide any requested services for which it does not have such available capability, or that would require Pipeline to construct or acquire any new facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to storage service rendered by Pipeline to Customer under the service agreement executed for service hereunder. Service rendered under this Rate Schedule, within the limitations described in Sections 7 and 8 below, shall be firm and shall not be subject to curtailment, interruption, or discontinuance except as provided herein or in the General Terms and Conditions of this Tariff.

Issued by: Jimmy D. Staton, Vice President

Issued on: APRIL 06, 1998

Effective: JANUARY 05, 1998

66805

KF# 300074

AGREEMENT made as of this 18th day of February, 1980, by and between Consolidated Gas Supply Corporation, a West Virginia corporation, hereinafter called "Seller," and Fitchburg Gas and Electric Light Company, a Massachusetts corporation, hereinafter called "Buyer."

WHEREAS, Buyer has requested Seller to provide Buyer with natural gas storage service; and

WHEREAS, Seller is willing to provide such storage service to Buyer as hereinafter provided; and

WHEREAS, Buyer has requested Tennessee Gas Pipeline Company, a Division of Tenneco, Inc., hereinafter called "Buyer's Transporter," to provide a natural gas transportation service for the transportation between Buyer and Seller of quantities of natural gas to be injected and withdrawn from storage for Buyer's account, as hereinafter provided, to enable Buyer to utilize the aforementioned storage service.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Seller will store natural gas for Buyer during the term, at the rates, and on the terms and conditions hereinafter provided and, with respect to gas delivered by each of the parties to the other, under and subject to all of the General Terms and Conditions (except Sections 5, 8, and 9) contained

in Seller's FERC Gas Tariff Volume No. 1 and any revisions thereof that may be made effective hereafter:

ARTICLE I

Quantities

Beginning on the date on which storage is commenced hereunder and thereafter for the remaining term of this agreement, Buyer agrees to deliver or cause to be delivered to Seller, and Seller agrees to receive for storage in Seller's underground storage properties, and Seller agrees to inject or cause to be injected into storage for Buyer's account, store, withdraw from storage, and deliver for Buyer's account, and Buyer agrees to receive or cause to be received, quantities of natural gas as follows:

To receive and store up to a maximum Storage Gas Balance of 51,350 Dt, which shall be the Storage Capacity Quantity.

To withdraw from storage and deliver for Buyer's account up to a maximum of 468 Dt per day which shall be the Storage Demand.

ARTICLE II

Rate

For storage service rendered by Seller to Buyer hereunder, Buyer shall pay Seller in accordance with Rate Schedule

GSS contained in Seller's effective FERC Gas Tariff Volume No. 1 or any effective superseding rate schedule. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and be a part of this agreement. Seller shall have the right to propose to and file with the Federal Energy Regulatory Commission or other body having jurisdiction, changes and revisions of any effective rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Buyer. Buyer shall have the right to oppose any of the foregoing and to request adjustments in rates to the extent that Buyer is legally permitted to do so under the Natural Gas Act.

The Storage Demand Charge and the Storage Capacity Charge provided in the aforesaid rate schedule shall commence in the month in which initial deliveries by Buyer to Seller for injection into storage are commenced.

ARTICLE III

Term of Agreement

This agreement shall be effective April 1, 1980, and shall remain in force and effect until terminated as of April 1, 2000, or as of the same date in any subsequent year

by either Seller or Buyer upon twenty-four (24) months' written notice to the other.

ARTICLE IV

Points of Delivery

The points of delivery for all natural gas received by Seller for Buyer's account and for gas delivered by Seller to Buyer's Transporter for Buyer's account under this agreement shall be (a) at the interconnection between the facilities of Seller and Buyer's Transporter in Potter County, Pennsylvania, referred to as the Ellisburg Storage Pool connection, or (b) from time to time and as operating or other circumstances permit or require, at other points of interconnection between the facilities of Seller and Buyer's Transporter in accordance with mutually agreeable dispatching arrangements.

ARTICLE V

Pressure

Buyer shall deliver or cause delivery of gas to Seller for injection into storage and Seller will deliver gas withdrawn from storage for Buyer's account at the point or points described in Article IV above at the pressures existing in Buyer's Transporter's pipeline at such points for gas delivered or caused to be delivered to Seller and at the pressures in Seller's pipeline at such points for gas delivered to

Buyer's Transporter for Buyer's account. Each of the parties hereto will use due care and diligence to maintain such uniform pressures at the point or points of delivery as may reasonably be required by the other.

ARTICLE VI

Coordination with Buyer's Transporter

Buyer has made arrangements with Buyer's Transporter for the transportation for Buyer's account of the quantities of natural gas to be stored under this agreement to Seller at the points of delivery specified in Article IV hereof for injection into storage, and to Buyer from said points of delivery upon withdrawal from storage. These arrangements are expressed in that certain Precedent Agreement between Buyer and Buyer's Transporter dated November 5, 1979, and a copy of which is annexed as an exhibit to Buyer's Transporter's application for a certificate of public convenience and necessity filed with the Federal Energy Regulatory Commission on November 8, 1979, at Docket No. CP80-65, to which Precedent Agreement reference is hereby made. Seller agrees that, insofar as the terms and provisions of said Precedent Agreement pertain to or affect Seller's obligations under this agreement, it will cooperate in good faith with Buyer and Buyer's Transporter to the end that satisfactory

performance of Seller's and Buyer's obligations under this agreement may be achieved; provided, however, that nothing herein shall limit, supersede, or impair the other terms and provisions of this agreement; and provided, further, that Seller shall not be required in the course of such cooperation to undertake acts or operations which are, in its opinion, detrimental to the interests of it or its customers.

ARTICLE VII

Miscellaneous

1. Subject to the specific provisions of this agreement it is agreed that storage service hereunder shall be rendered under and in accordance with the provisions of Seller's General Storage Service (GSS) rate schedule contained in Seller's effective FERC Gas Tariff or any effective superseding rate schedule.

2. Seller shall, with due diligence, seek to obtain all necessary authorizations from the Federal Energy Regulatory Commission to render the storage service provided for herein. If Seller is unable to obtain the necessary authorization by March 31, 1980, on terms satisfactory to it, or if Buyer's Transporter is unable to obtain the necessary authorizations from the Federal Energy Regulatory Commission to render the transportation service for Buyer described in

Article VI hereof, on terms satisfactory to Buyer's Transporter, then either Seller or Buyer shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.

3. No modifications of the terms and provisions of the agreement shall be or become effective except by the execution of written contracts.

4. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

5. Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Seller or of Buyer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this agreement. Either party may, without relieving itself of its obligations under this agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise no assignment of this agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party, which consent will not be unreasonably withheld.

6. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this agreement or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of the parties hereto, as the case may be, as follows:

Seller: Consolidated Gas Supply Corporation
445 West Main Street
Clarksburg, West Virginia 26301

Buyer: Fitchburg Gas and Electric Light Company
655 Main Street
Fitchburg, Massachusetts 01420

or at such other address as either party shall designate by formal written notice. Routine communications including monthly statements and payments, shall be considered as duly delivered when mailed by either registered, certified or ordinary mail.

7. This agreement and the respective obligations of the parties hereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

8. The subject headings of the articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of the agreement nor considered in any interpretation of the same.

9. The interpretation and performance of this agreement shall be in accordance with the laws of the Commonwealth of Pennsylvania.

10. As between the parties hereto, each party shall be deemed to be in control and possession of the gas deliverable hereunder until it shall have been delivered to the other party at the point of delivery, after which the other party shall be deemed to be in control and possession thereof. Neither party shall have any responsibility on account of anything which may be done, happen, or arise with respect to gas deliverable hereunder to it by the other party until such delivery to it shall have been made.

11. Each party agrees that it will and it hereby does warrant for itself, its successors and assigns, that it will at the time of delivery have good title to all gas delivered by it hereunder, free and clear of all liens, encumbrances, and claims whatsoever, that it will at such time of delivery have good right and title to deliver said gas as aforesaid, and that it will indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any or all persons to said gas.

12. The parties understand that Seller now renders a short-term storage service to Buyer's Transporter which Buyer's Transporter utilizes to render a short-term storage service to Buyer, all as authorized by order of the Federal Power Commission issued August 4, 1977, at Tennessee Gas Pipeline Company, a Division of Tenneco, Inc., et al., Docket No. CP77-419, et al. The parties further understand that each such storage service terminates as of July 31, 1980. Seller and Buyer agree that storage service under this agreement shall commence immediately upon such termination, it being the intent of the parties that no interruption or hiatus occur in the transition between the aforementioned short-term storage service program and the long-term storage service provided for in this agreement. If on the date storage service is commenced hereunder there is a storage balance for the account of Buyer, as reflected in the records and accounts of Buyer's Transporter, under that certain agreement of April 20, 1977 between Seller and Buyer's Transporter providing for storage service beginning in 1977 and ending in 1980, such storage balance shall be credited to Buyer's storage account under this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Vice Presidents thereunto duly authorized as of the day and year first above written.

ATTEST:

CONSOLIDATED GAS SUPPLY CORPORATION

Seller


Assistant Secretary


By 
Vice President

ATTEST:

FITCHBURG GAS AND
ELECTRIC LIGHT COMPANY

Buyer


Clerk

By 
Vice President



September 11, 2000

Mr. David K. Foote
Senior Vice President
Fitchburg Gas and Electric Light Company
285 John Fitch Highway
Fitchburg, MA 01420 – 5993

Dear David:

Enclosed for your files, please find a fully executed original of the following document:

- Service Agreement Applicable to the Storage of Natural Gas Under Rate Schedule GSS (7c)

Thanks very much for your help in this matter. Should you have any questions, please feel free to call me at (304) 623-8313.

Sincerely,

Bob Phillips
Manager, Interstate Marketing

Enclosures

xc: D. R. Raikes (w/encl.)
B. A. Wilmoth "
T. G. Cooper "

**SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS (7c)**

AGREEMENT made as of this SEPTEMBER 1, 2000, by and between DOMINION TRANSMISSION, INC., a Delaware corporation, hereinafter called "Pipeline," and FITCHBURG GAS AND ELECTRIC COMPANY, a Massachusetts corporation, hereinafter called "Customer." *Light*

WHEREAS, subject to the terms of this Agreement, Customer has requested Pipeline to continue for an additional term specified herein to provide Customer with natural gas storage service which is now being provided pursuant to the terms of a storage service agreement, dated February 18, 1980; and

WHEREAS, Pipeline is willing to enter into this Agreement for storage service in conformance with Part 157 of the regulations of the Federal Energy Regulatory Commission, which supersedes and cancels the February 18, 1980 storage service Agreement, and to provide such storage service to Customer on the terms hereinafter provided.

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that Pipeline will store natural gas for Customer during the term, at the rates and on the terms and conditions hereinafter provided and, with respect to gas delivered by each of the parties to the other, under and subject to Pipeline's Rate Schedule GSS and all of the General Terms and Conditions contained in Pipeline's FERC Gas Tariff and any revisions thereof that may be made effective hereafter:

**ARTICLE I
Quantities**

Beginning as of April 1, 2000 and thereafter for the remaining term of this agreement, Customer agrees to deliver or cause to be delivered to Pipeline and Pipeline agrees to receive for storage in Pipeline's underground storage properties, and Pipeline agrees to inject or cause to be injected into storage for Customer's account, store, withdraw from storage, and deliver to Customer or for Customer's account, and Customer agrees to receive or cause to be received, quantities of natural gas as set forth on Exhibit A, attached hereto.

**ARTICLE II
Rate**

A. For storage service rendered by Pipeline to Customer hereunder, Customer shall pay Pipeline the maximum rates and charges provided under Rate

Schedule GSS contained in Pipeline's effective FERC Gas Tariff or any effective superseding rate schedule.

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer; provided, however, that (i) Section 2 of Rate Schedule GSS "Applicability and Character of Service," (ii) term, (iii) quantities, and (iv) points of receipt and points of delivery shall not be subject to unilateral change under this Article. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

C. The Storage Demand Charge and the Storage Capacity Charge provided in the aforesaid rate schedule shall commence on April 1, 2000.

ARTICLE III Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of April 1, 2000, and shall continue in effect for a primary term through March 31, 2004 and for subsequent annual terms of April 1 through March 31 thereafter, until either party terminates this Agreement by giving written notice to the other at least twenty-four months prior to the start of an annual term.

ARTICLE IV Points of Receipt and Delivery

The Points of Receipt for Customer's tender of storage injection quantities, and the Point(s) of Delivery for withdrawals from storage shall be specified on Exhibit A, attached hereto.

ARTICLE V Regulatory Approval

Performance under this Agreement by Pipeline and Customer shall be contingent upon Pipeline and Customer receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Pipeline and Customer be denied such approvals to provide the service contemplated herein to construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Pipeline's and Customer's obligations hereunder shall terminate.

ARTICLE VI Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule GSS or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE VII Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VII.A requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval; provided further, however, that nothing in this Agreement shall be deemed to prejudice any position the parties may take as to whether the request, filing or revision permitted under Article II must be made under Section 7 or Section 4 of the Natural Gas Act.

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and sent to the following addresses:

Pipeline: Dominion Transmission, Inc.
445 West Main Street
Clarksburg, West Virginia 26301
Attention: Vice President, Wholesale Services

Customer: Fitchburg Gas and Electric Company
6 Liberty Lane West
Hampton, NH 03842-1720
Attention: Senior Vice President

or at such other address as either party shall designate by formal written notice.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

ARTICLE VII
Prior Contracts

This Service Agreement shall supersede and cancel, as of the effective date, the February 18, 1980 storage service agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials as of the day and year first above written.

DOMINION TRANSMISSION, INC.
(Pipeline)

By: Georgia B. Carter

Vice President

^{light}
FITCHBURG GAS AND ELECTRIC COMPANY
(Customer)

By: David K. Fitch

Its: Simon Vice President
(Title)

EXHIBIT A
to The Service Agreement Applicable to
the Storage of Natural Gas Under Rate Schedule GSS (7c)
Dated September 1, 2000
Between Dominion Transmission, Inc. and
Fitchburg Gas and Electric Company

Light

A. Quantities

The quantities of natural gas storage service which Customer may utilize under this Service Agreement, as well as Customer's applicable Billing Determinants, are as follows:

1. Storage Capacity of 51,350 Dekatherms (Dt), and
2. Storage Demand of 468 Dt per day.

B. Points of Receipt and Delivery

The Points of Receipt for Customer's tender of storage injection quantities and the Points of Delivery for withdrawals of natural gas from storage shall be:

at prevailing pipeline pressure at the interconnection between the facilities of Pipeline and Tennessee Gas Pipeline Company in Potter County, Pennsylvania, referred to as the Ellisburg Storage Pool connection.

MacInnis, Richard

From: Buster, MiYung [MiYung.Buster@ElPaso.com]
Sent: Tuesday, July 16, 2002 5:22 PM
To: 'MacInnis@unitil.com'
Subject: Storage contract 2273

Hi Rich,
I show the effective dates of your storage contract as 8/1/1993 -- 3/31/2004.

*MiYung Buster
El Paso Corp.
Tennessee Gas Pipeline
Ph. (832) 676-6404
Fax (832) 676-1818*

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ORIGINAL

SERVICE PACKAGE NO. 2273
AMENDMENT NO. 0GAS STORAGE AGREEMENT
(For Use Under Rate Schedule FS)

This Agreement is made as of the 1st day of September 1993, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware corporation herein called "Transporter," and FITCHBURG GAS AND ELECTRIC LIGHT CO a MASSACHUSETTS Corporation, herein called "Shipper." Transporter and Shipper collectively shall be referred to herein as the "Parties."

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Transporter's Rate Schedule FS, and of this Agreement, Transporter shall receive for injection for Shipper's account a daily quantity of gas up to Shipper's Maximum Injection Quantity of 2,025 (Dth) and Maximum Storage Quantity of 303,855 dekatherms(Dth) (on a cumulative basis) and on demand shall withdraw from Shipper's storage account and deliver to Shipper a daily quantity of gas up to Shipper's Maximum Daily Withdrawal Quantity of 2,026 Dth.

ARTICLE II - SERVICE POINT

The point or points at which the gas is to be tendered for delivery by Transporter to Shipper under this Agreement shall be at the storage service point at Transporter's Compressor Station NORTHERN.

ARTICLE III - PRICE

1. Shipper agrees to pay Transporter for all natural gas storage service furnished to Shipper hereunder, including compensation for system fuel and losses, at Transporter's legally effective rate or at any effective superseding rate applicable to the type of service specified herein. Transporter's present legally effective rate for said service is contained in Transporter's Tariff as filed with the Federal Energy Regulatory Commission.
2. Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
3. Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FS, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

SERVICE PACKAGE NO. 2273
AMENDMENT NO. 0

GAS STORAGE AGREEMENT
(For Use Under Rate Schedule FS)

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This agreement shall be subject to the terms of Transporter's Rate Schedule FS, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by Transporter).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of August 1993, and shall remain in force and effect until 1st November, 2000 ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then unless Shipper elects upon one year's prior written notice to Transporter to request a lesser extension term, the Agreement shall automatically extend upon the expiration of the Primary Term for a term of five years; and shall automatically extend for successive five year terms thereafter unless Shipper provides notice described above in advance of the expiration of a succeeding term; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

This Agreement will terminate upon notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accordance with the terms and conditions of Article VI of the General Terms and Conditions of Transporters Tariff.

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: TENNESSEE GAS PIPELINE COMPANY
P. O. Box 2511
Houston, Texas 77252-2511

Attention: Transportation Marketing

SHIPPER:

NOTICES: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: ~~JOHN BUNDY~~

David K. Foote

SERVICE PACKAGE NO. 2273
AMENDMENT NO. 0

GAS STORAGE AGREEMENT
(For Use Under Rate Schedule FS)

BILLING: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: ACCOUNTS PAYABLE

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the Agreement or any of the rights or obligations thereunder shall be made by Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - MISCELLANEOUS

- 8.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, without regard to doctrines governing choice of law.
- 8.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 8.3 Unless otherwise expressly provided in this Agreement or Transporter's Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change through the TENN-SPEED. 2 System and Shipper has been notified through TENN-SPEED 2 of Transporter's agreement to such change.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

Transporter and Shipper agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Agreement for Storage Service dated July 01, 1992.

SERVICE PACKAGE NO. 2273
AMENDMENT NO. 0

GAS STORAGE AGREEMENT
(For Use Under Rate Schedule FS)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be
duly executed by their authorized agents.

TENNESSEE GAS PIPELINE COMPANY

BY *Randall G. Schorre* 12/17/94
Agent and Attorney-in-fact
Randall G. Schorre

FITCHBURG GAS AND ELECTRIC LIGHT CO

BY *[Signature]*
TITLE *Senior Vice President*
DATE *7-10-94*

GAS STORAGE SERVICE AGREEMENT

EXHIBIT "A"
TO FIRM GAS STORAGE SERVICE AGREEMENT
DATED August 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO

FITCHBURG GAS AND ELECTRIC LIGHT CO
AMENDMENT: 0

SERVICE PACKAGE MSO: 303,855
MAXIMUM DAILY WITHDRAWAL QUANTITY: 2,026
MAXIMUM DAILY INJECTION QUANTITY: 2,025

SERVICE POINT: Compressor Station NORTHERN
INJECTION METER: 060018 TGP - NORTHERN STORAGE INJECTION
WITHDRAWAL METER: 070018 TGP - NORTHERN STORAGE WITHDRAWAL

METER	METER NAME	COUNTY	ST	ZONE	I/W	LEG	TOTAL-TQ
060018	TGP - NORTHERN STORAGE INJECTION	POTTER	PA	04	I	300	2,025
Total Injection Tq:							2,025
070018	TGP - NORTHERN STORAGE WITHDRAWAL	POTTER	PA	04	W	300	2,026
Total Withdrawal Tq:							2,026

NUMBER OF INJECTION POINTS: 1
NUMBER OF WITHDRAWAL POINTS: 1

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.



September 1, 1995

Mr. David Foote
Fitchburg Gas & Electric Light Company
216 Epping Road
Exeter, New Hampshire 03833-4571

Re: Executed Contracts

Dear David:

Enclosed is one executed copy of Amendment No. 1 to Contract Number 2273. I appreciate your prompt attention in signing the referenced agreement and returning it to my attention.

Sincerely,

A handwritten signature in cursive script that reads "Becky Hughes".

Becky Hughes
Staff Customer Service Representative

BH/av
Enclosures

July 21, 1995

ORIGINAL



66,070

Mr. Jamie Cote
Fitchburg Gas & Electric Light Co.
216 Epping Road
Exeter, NH 03833-4571

Re: Amendment No. 1 to Gas Storage
Contract Dated December 1, 1994
Service Package No. 2273

Dear Jamie:

TENNESSEE GAS PIPELINE COMPANY (TENNESSEE) AND FITCHBURG GAS AND ELECTRIC LIGHT CO (FITCHBURG) agree to amend the above referenced gas storage contract effective July 1, 1995, to increase the Maximum Daily Withdrawal Quantity (MDWQ) when Shipper's storage balance is equal to or less than 30% of the Maximum Storage Quantity (MSQ) and 20% of the MSQ, respectively, as reflected in the attached Exhibit A-1 and as described below.

The parties agree to amend Article I of the subject gas storage contract as follows:

Following the commencement of services hereunder, in accordance with the terms of Transporter's Rate Schedule FS, and of this Agreement, Transporter shall receive for injection for Shipper's account a daily quantity of gas up to Shipper's Maximum Injection Quantity of 2,158 dekatherms (Dth) and Maximum Storage Quantity (MSQ) of 323,703 (Dth) (on a cumulative basis) and on demand shall withdraw from Shipper's storage account and deliver to Shipper a daily quantity of gas up to Shipper's Maximum Daily Withdrawal Quantity (MDWQ) of 4,807 Dth; provided however, that when Shipper's storage balance is equal to or less than 30% of the MSQ but greater than 20% of the MSQ, the Maximum Daily Withdrawal Quantity shall be 4,139 Dth; and provided further, that when Shipper's storage balance is less than or equal to 20% of the MSQ, the Maximum Daily Withdrawal Quantity shall be 2,071 Dth. For demand charge purposes, the MDWQ for balances greater than 30% of the MSQ shall be used.

Except as amended herein, all terms and provisions of the above referenced gas storage contract shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of our agreement, please so indicate by signing and returning to my attention both originals of this letter. Upon Tennessee's execution, an original will be forwarded to you for your files.

Tennessee Gas Pipeline

FITCHBURG GAS AND ELECTRIC LIGHT CO

July 21, 1995

Page 2

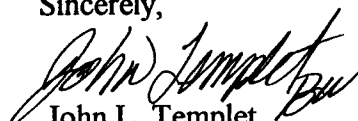
Contract Number: 2273

Amendment number: 1

Amendment effective date: July 1, 1995

Should you have any questions, please do not hesitate to contact me at (713) 757-5125.


Sincerely,


John L. Temple
Account Manager

ACCEPTED AND AGREED TO

This 30th day of August, 1995.

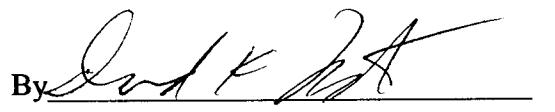
TENNESSEE GAS PIPELINE COMPANY

By 
Title: Agent and Attorney-in-Fact
Date: August 30, 1995

ACCEPTED AND AGREED TO

This 24th day of August, 1995.

FITCHBURG GAS AND ELECTRIC LIGHT CO.

By 
Title: Senior Vice President
Date: August 24, 1995

GAS STORAGE SERVICE AGREEMENT

EXHIBIT "A-1"
SHOWING REQUESTED CHANGES
AMENDMENT #1 TO GAS STORAGE CONTRACT
DATED December 1, 1994
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO

SERVICE PACKAGE MSQ: 323,703 Dth
MAXIMUM DAILY INJECTION QUANTITY: 2,158 Dth

MAXIMUM DAILY WITHDRAWAL QUANTITY (MDWQ):

STORAGE BALANCE FROM DTH	STORAGE BALANCE TO DTH	MAXIMUM DAILY WITHDRAWAL QUANTITY DTH
97,112	323,703	4,807 Ratchet 0
64,742	97,111	4,139 Ratchet 1
0	64,741	2,071 Ratchet 2

SERVICE POINT: Compressor Station 313
INJECTION METER: 060018 TGP-NORTHERN STORAGE INJECTION
WITHDRAWAL METER: 070018 TGP-NORTHERN STORAGE WITHDRAWAL

METER	METER NAME	COUNTY	ST	ZONE	I/W	LEG	STORAGE BALANCE FROM	STORAGE BALANCE TO	MDIQ MDWQ
060018	TGP-NORTHERN STORAGE INJECTION	POTTER	PA	04	1	300			2,158
070018	TGP-NORTHERN STORAGE WITHDRAWAL	POTTER	PA	04	W	300	97,112 64,742 0	323,703 97,111 64,741	4,807 Ratchet 0 4,139 Ratchet 1 2,071 Ratchet 2

DTE 02-24/25
ATTACHMENT 3 AG-7-4 (Gas)

Rates associated with Storage contracts

DT Storage(1)	Volume(Dth)	Rate
Inventory Max	51,350	\$.0143/mo
W/d MDQ	468	\$1.8627/mo
Commodity		
Withdrawal MDQ	468	\$.0178/Dth
Inj MDQ	285	0.0209

TGP FS Storage(2)	Volume(Dth)	Rate
Inventory Max	323,723	.0185/mo
W/d MDQ	4,807	\$1.15/mo
Commodity		
Withdrawal MDQ	4,807	\$.0102/Dth
Inj MDQ	2,158	\$.0102/Dth

(1) Dominion Transmission, Inc

(2) Tennessee Gas Pipeline